



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL**

**AMENDMENT NO. 001
RFP NO. B3Z05032
TITLE: Printing: Tax Books and Flats
ISSUE DATE: 9/15/04**

**REQ#: NR 860 TAX50000001
BUYER: Brenda Tyree
PHONE NO.: (573) 751-4887
E-MAIL: Brenda.Tyree@oa.mo.gov**

RETURN PROPOSAL NO LATER THAN: 9/24/04 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Proposals must be in DPMM office (301 W High St, Rm 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

**DPMM
P O BOX 809
JEFFERSON CITY MO 65102-0809**

or

**DPMM
301 WEST HIGH ST, RM 630
JEFFERSON CITY MO 65101**

CONTRACT PERIOD: Date of Award through One Year

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

Department of Revenue
605 Howard Street
Jefferson City, MO 65109

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this RFP amendment is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE	
PHONE NO.	FAX NO.	E-MAIL ADDRESS	

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:					
CONTRACT NO.		VENDOR NO.		CONTRACT PERIOD	
BUYER		DATE		DIRECTOR	

Printing: Tax Books and Flats

Dept. of Revenue

The State of Missouri hereby amends Request for Proposal (RFP) B3Z05032 as follows:

1. The following contains a modification as a result of this amendment: Paragraph 2.3.2



E-MAIL: Brenda.Tyree@oa.mo.gov

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:		
CONTRACT NO.	VENDOR NO.	CONTRACT PERIOD
BUYER	DATE	DIRECTOR

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of printing services as set forth herein.

1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information, including requirements related to MBE/WBE participation
- 4) Pricing Page(s)
- 5) Exhibits A - F
- 6) Terms and Conditions

1.1.3 Sample: The offeror is advised that a sample exists with this document. The offeror should contact the buyer of record as indicated on the front page of this document to obtain a copy of the sample prior to submitting a proposal. It shall be the sole responsibility of the offeror to request the sample. The offeror shall not be relieved of any responsibility for performance under the contract due to the offeror's failure to obtain a copy of the sample. The samples are for format only. Proposals submitted must be based upon the written specifications, not upon the samples unless otherwise specified herein.

1.2 Public Record Search:

1.2.1 The Department of Revenue has previously contracted for similar services through C304022001 which expired March 1, 2004. A copy of that contract can be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System** located on the Internet at: <http://www.oa.mo.gov/purch/purch.htm>. In addition, all proposal and evaluation documentation leading to the award of that expired contract may also be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System**. Please reference the Bid number B3Z04022 or the contract number C304022001 when searching for these documents.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall print, label, package, and deliver/mail income tax books (herein after referred to as “tax books”), and print, package, and deliver the flat instructions (hereinafter referred to as “flats”) for the Department of Revenue (hereinafter referred to as “state agency”) in accordance with the provisions and requirements stated herein. Unless otherwise stated, the contractor shall not deviate from the printing requirements stated herein.
- 2.1.2 Immediately after contract award, the state agency shall identify a contact person and provide the telephone number of the contact person for the contractor. The contractor must obtain the contact person’s approval for printing of the tax books/flats as specified herein and shall agree and understand that all services performed shall be to the sole satisfaction of the contact person. In addition, within five (5) days of the effective date of the contract, the contractor shall provide the state agency with the name, address, and telephone number of the contractor’s representative servicing the contract.
- 2.1.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.2 Printing Requirements:

- 2.2.1 The contractor shall print the tax books and flats in accordance with the following:

B-1040T - 2004 Individual Income Tax Book - Telefile Short Form (MO-1040T)	
Size:	Trim size shall be either 8-1/2” x 11” or 8-1/2” x 10-7/8”, as specified on Exhibit B.
Estimated Quantity:	The state agency estimates, but cannot guarantee, needing 197,400 tax books. The contractor shall print the number of tax books specified by the state agency. Under runs shall not be acceptable.
Total Pages:	8, unless otherwise specified by the state agency.
Paper:	30 lb. newsprint or approved equal on pages 1-4 and 7-8 50 lb. white commodity vellum offset or approved equal on pages 5-6
Ink:	The contractor shall use soy based ink. Unless otherwise specified by the state agency, the contractor shall use (a) black ink on page 8, and (b) Pantone 2592 or process colors, as specified on Exhibit B, and black ink on pages 1-7. Tint screen shall be pre-screened on the artwork provided by the state agency.
Perforations:	Unless otherwise specified by the state agency, vertical perforations on the fold on pages 5-6 and horizontal perforations on pages 5-6. Perforations must be strong enough to withstand saddle stitching and mailing yet flexible enough to permit easy detachment.
Construction:	Saddle stitch
Registration:	Near-perfect registration as determined by the state agency shall be required. If the registration can be seen with the naked eye, it shall not be considered “near-perfect”.

B-1040 - 2004 Individual Income Tax Book – Long Form (MO-1040)	
Size:	Trim size shall be either 8-1/2” x 11” or 8-1/2” x 10-7/8”, as specified on Exhibit B.
Estimated Quantity:	The state agency estimates, but cannot guarantee, needing 280,900 tax books.

B-1040 - 2004 Individual Income Tax Book – Long Form (MO-1040)	
	The contractor shall print the number of tax books specified by the state agency. Under runs shall not be acceptable.
Total Pages:	44, unless otherwise specified by the state agency.
Paper:	30 lb. newsprint or approved equal on pages 1-12 and 35-44 50 lb. white commodity vellum offset or approved equal on pages 13-34
Ink:	The contractor shall use soy based ink. Unless otherwise specified by the state agency, the contractor shall use (a) black ink on pages 21-26, 31-34, and 41, (b) Pantone 186, Pantone Reflex Blue, or process colors, as specified on Exhibit B, and black ink on pages 13, 14, 17, and 18, (c) Pantone Reflex Blue, or process colors, as specified on Exhibit B, and black ink on pages 1-12, 15, 16, 19, 20, 35-37, 40, 42, 43, and 44, and (d) black and red ink on pages 27-30, 38, and 39. Tint screens shall be pre-screened on the artwork provided by the state agency.
Perforations:	Unless otherwise specified by the state agency, vertical perforations on the fold on pages 13-34 and horizontal perforations on pages 21-22, and 31-32. Perforations must be strong enough to withstand saddle stitching and mailing yet flexible enough to permit easy detachment.
Construction:	Saddle stitch
Registration:	Near-perfect registration as determined by the state agency shall be required. If the registration can be seen with the naked eye, it shall not be considered “near-perfect”.

B-1040B - 2004 Individual Income Tax Book - Married Filers with Combined Income Short Form (MO-1040B)	
Size:	Trim size shall be either 8-1/2” x 11” or 8-1/2” x 10-7/8”, as specified on Exhibit B.
Estimated Quantity:	The state agency estimates, but cannot guarantee, needing 86,100 tax books. The contractor shall print the number of tax books specified by the state agency. Under runs shall not be acceptable.
Total Pages:	20, unless otherwise specified by the state agency.
Paper:	30 lb. newsprint or approved equal on pages 1-8 and 13-20. 50 lb. white commodity vellum offset or approved equal on pages 9-12.
Ink:	The contractor shall use soy based ink. Unless otherwise specified by the state agency, the contractor shall use (a) black ink on page 19, and (b) Pantone Green or process colors, as specified on Exhibit B, and black ink on pages 1-18, and 20. Tint screens shall be pre-screened on the artwork provided by the state agency.
Perforations:	Unless otherwise specified by the state agency, vertical perforations on the fold on pages 9-12. Perforations must be strong enough to withstand saddle stitching and mailing yet flexible enough to permit easy detachment.
Construction:	Saddle stitch
Registration:	Near-perfect registration as determined by the state agency shall be required. If the registration can be seen with the naked eye, it shall not be considered “near-perfect”.

B-PTC - 2004 Property Tax Credit Claim Book (MO-PTC)	
Size:	Trim size shall be either 8-1/2" x 11" or 8-1/2" x 10-7/8", as specified on Exhibit B.
Estimated Quantity:	The state agency estimates, but cannot guarantee, needing 225,975 tax books. The contractor shall print the number of tax books specified by the state agency. Under runs shall not be acceptable.
Total Pages:	16, unless otherwise specified by the state agency.
Paper:	50 lb. light yellow commodity vellum offset or approved equal. Tinted paper with white lock-up may be used.
Ink:	<p>The contractor shall use soy based ink.</p> <p>Unless otherwise specified by the state agency, the contractor shall use (a) black ink on pages 1-2, 16, and (b) Pantone 186 or process colors, as specified on Exhibit B, and black ink on pages 3-15.</p> <p>Tint screens shall be pre-screened on the artwork provided by the state agency.</p>
Perforations:	<p>Unless otherwise specified by the state agency, vertical perforation on the fold on pages 9-12.</p> <p>Perforations must be strong enough to withstand saddle stitching and mailing yet flexible enough to permit easy detachment.</p>
Construction:	Saddle stitch
Registration:	Near-perfect registration as determined by the state agency shall be required. If the registration can be seen with the naked eye, it shall not be considered "near-perfect".

B-1040C - 2004 Individual Income Tax Book - Residents and Nonresidents with Other States Income and Active Duty Military Short Form (MO-1040C)	
Size:	Trim size shall be either 8-1/2" x 11" or 8-1/2" x 10-7/8", as specified on Exhibit B.
Estimated Quantity:	The state agency estimates, but cannot guarantee, needing 63,180 tax books. The contractor shall print the number of tax books specified by the state agency. Under runs shall not be acceptable.
Total Pages:	24, unless otherwise specified by the state agency.
Paper:	<p>30 lb. newsprint or approved equal on pages 1-8 and 21-24.</p> <p>50 lb. white commodity vellum offset or approved equal on pages 9-20.</p>
Ink:	<p>The contractor shall use soy based ink.</p> <p>Unless otherwise specified by the state agency, the contractor shall use (a) black ink on pages 13-20 and 22, and (b) Pantone Violet or process colors, as specified on Exhibit B, and black ink on pages 1-12, 21, 23, and 24.</p> <p>Tint screens shall be pre-screened on the artwork provided by the state agency.</p>
Perforations:	<p>Unless otherwise specified by the state agency, vertical perforations on the fold on pages 9-20 and horizontal perforations on pages 13, 14, 19, and 20.</p> <p>Perforations must be strong enough to withstand saddle stitching and mailing yet flexible enough to permit easy detachment by taxpayers.</p>
Construction:	Saddle stitch
Registration:	Near-perfect registration as determined by the state agency shall be required. If the registration can be seen with the naked eye, it shall not be considered "near-perfect".

B-1040P - 2004 Property Tax Credit/Pension Exemption/Individual Income Tax Book (MO1040P)	
Size:	Trim size shall be either 8-1/2" x 11" or 8-1/2" x 10-7/8", as specified on Exhibit B.
Estimated Quantity:	The state agency estimates, but cannot guarantee, needing 76,800 tax books. The contractor shall print the number of tax books specified by the state agency. Under runs shall not be acceptable.
Total Pages:	32, unless otherwise specified by the state agency.
Paper:	30 lb. newsprint or approved equal on pages 1-8 and 25-32. 50 lb. white commodity vellum offset or approved equal on pages 9-24
Ink:	The contractor shall use soy based ink. Unless otherwise specified by the state agency, the contractor shall use (a) black ink on page 32, and (b) Pantone 3135 or process colors, as specified on Exhibit B, and black ink on pages 1-31. Tint screens shall be pre-screened on the artwork provided by the state agency.
Perforations:	Unless otherwise specified by the state agency, vertical perforations on the fold on pages 9-20. Perforations must be strong enough to withstand saddle stitching and mailing yet flexible enough to permit easy detachment.
Construction:	Saddle stitch
Registration:	Near-perfect registration as determined by the state agency shall be required. If the registration can be seen with the naked eye, it shall not be considered "near-perfect".

B-1040A - 2004 Individual Income Tax Book Short Form (MO1040A)	
Size:	Trim size shall be either 8-1/2" x 11" or 8-1/2" x 10-7/8", as specified on Exhibit B.
Estimated Quantity:	The state agency estimates, but cannot guarantee, needing 153,535 tax books. The contractor shall print the number of tax books specified by the state agency. Under runs shall not be acceptable.
Total Pages:	20, unless otherwise specified by the state agency.
Paper:	30 lb. newsprint or approved equal on pages 1-8 and 17-20. 50 lb. white commodity vellum offset or approved equal on pages 9-16
Ink:	The contractor shall use soy based ink. Unless otherwise specified by the state agency, the contractor shall use (a) black ink on pages 13, 14 and 19, and (b) Pantone 186 or process colors, as specified on Exhibit B, and black ink on pages 1-12, 15-18, and 20. Tint screens shall be pre-screened on the artwork provided by the state agency.
Perforations:	Unless otherwise specified by the state agency, vertical perforations on the fold on pages 9-14 and horizontal perforations on pages 13-14. Perforations must be strong enough to withstand saddle stitching and mailing yet flexible enough to permit easy detachment.
Construction:	Saddle stitch
Registration:	Near-perfect registration as determined by the state agency shall be required. If the registration can be seen with the naked eye, it shall not be considered "near-perfect".

2004 Form MO-1040 Flat Instructions	
Size:	Trim size shall be either 8-1/2" x 11" or 8-1/2" x 10-7/8", as specified on Exhibit B.
Quantity:	The contractor shall print 220,000 flats. Under runs shall not be acceptable.
Total Pages:	16, unless otherwise specified by the state agency.
Paper:	30 lb. newsprint or approved equal.
Ink:	The contractor shall use soy based ink. Unless otherwise specified by the state agency, the contractor shall use (a) black ink on page 14 and (b) Pantone reflex blue or process colors, as specified on Exhibit B, and black ink on pages 1-13, 15 and 16.
Construction:	Saddle stitch or glue binding, as specified on Exhibit B.
Registration:	Near-perfect registration as determined by the state agency shall be required. If the registration can be seen with the naked eye, it shall not be considered "near-perfect".

- 2.2.2 The contractor shall agree and understand that the ink colors specified herein may not be the actual colors required at the time of production. In addition, the state agency may require the addition of a color to one or more pages. By no later than November 1, 2004, the state agency shall provide the contractor with written confirmation of the required ink colors. The contractor shall print the tax books/flats in the colors specified by the state agency.
- 2.2.3 The contractor shall agree and understand that due to the nature of tax and return processing, the actual number of pages specified herein may change. If the number of pages changes, the ink sequence and location of the perforations may also change. By no later than November 1, 2004, the state agency shall provide the contractor with written confirmation of the exact page count and, if applicable, the ink sequence and location of perforations. The contractor shall print the tax books/flats with the number of pages specified by the state agency.
- 2.2.4 By no later than December 3, 2004, the state agency shall provide the contractor with composite negatives for the tax books/flats. However, in the event the contractor utilizes QuarkXPress for Windows, the state agency shall provide the contractor with either electronic files or magnetic disks rather than negatives. In the event the state agency provides electronic files or magnetic disks, the contractor shall transfer such from the electronic file or magnetic disks to composite negative.
- a. The contractor shall compare the negatives, electronic files, or magnetic disks to the printing requirements specified herein. In the event that the negatives, electronic files, or magnetic disks differs from the printing requirements specified herein, the contractor shall notify the state agency of such difference(s) and follow the state agency's instructions concerning the reconciliation of the difference(s).
- 2.2.5 Within seventy two (72) hours after receiving the negatives, electronic file, or magnetic disk from the state agency but prior to printing, the contractor must submit either two (2) blue line proofs or laser proofs of each tax book/flat to the state agency for review and approval. The state agency shall review the proofs to ensure quality, correct page sequence, color position, perforations, etc. If blue line proofs are submitted, the contractor must produce the blue line proofs on the same equipment and same platform that will be used to print the tax book/flat. (For example, if the production will be from a PC system then the blue line proofs must be produced from the same PC system or if the production is from a MAC system then the blue lines must be from a MAC system.) If a laser proof is submitted, the contractor must submit color separations by color printer. If color printer separation is not provided, the contractor must run each of the color separations. The state agency shall verify color separation prior to printing.
- a. Within twenty-four (24) hours of receipt of the proofs, the state agency shall provide the contractor with either written approval or required changes and/or corrections via facsimile.

- b. The contractor shall make all revisions, changes, and/or alterations requested by the state agency. In addition, the contractor shall make corrections and/or revisions to the proofs that are necessary due to contractor error. The contractor shall submit the revised proofs to the state agency within forty-eight (48) hours of the contractor's receipt of notification of such.
- 2.2.6 The contractor shall notify the state agency at least two (2) calendar weeks prior to the beginning of a press run. The state agency may monitor the production of the tax books/flats. The contractor shall be responsible for all travel costs, with the exception of meals, incurred by no more than two (2) state agency representatives in monitoring the production of the tax books/flats, including out-of-state airfare, in-state mileage, rental car and rental car insurance, and lodging. The contractor shall provide lodging for the state agency representative at a reputable hotel/motel. In the event the state agency representatives are required to stay more than one night, the state agency representatives should stay in the same hotel/motel each night.
- a. Prior to printing, the contractor shall submit a press line proof to the state agency representative for review and approval. The contractor shall make all revisions, changes, and/or alterations requested by the state agency and continue to submit revised press line proofs to the state agency until approved by the state agency. Upon approval of the press line proof by the state agency, the contractor shall save any state agency approved printed signature(s).
- b. In addition, the contractor shall be responsible for travel costs incurred by the state agency for any additional on-site inspections as the result of a rerun due to contractor error in the original printing. However, the contractor shall not be responsible for such costs due to state agency error.
- 2.2.7 For tax books/flats rejected for containing errors resulting directly from incorrect state agency data processing information, the contractor shall reprint such rejected tax books/flats.
- 2.2.8 If the contractor uses recycled paper, the recycled logo must appear on the tax books/flats.
- 2.3 Tax Book Label Requirements:**
- 2.3.1 The contractor shall provide labels designed for the initial mailing of the tax books to the taxpayer(s) with the address on the label, and for use by the taxpayer(s) as a peel-off label to be attached to a tax return.

REVISED WITH AMENDMENT 001

- 2.3.2 The contractor shall provide and print peel-off/piggyback labels as specified below:

Peel-off/Piggyback Labels	
Label Size:	3-1/4" x 1-1/4" with four (4) 1/32" rounded corners
Paper:	White uncoated label paper
Label Materials:	100% bleached wood pulp. TLC 60 lb. Matte Offset Stock or approved equal
Width:	MW3
Label Undercoat:	Water-insoluble, white, opaque
Label Back Coating:	Permanent, pressure-sensitive adhesive (vinyl acrylic, whole polymer, vinyl ether, or synthetic rubber base) which does not require moisture, heat, or other preparation prior to application.
Backing Sheet Size:	3-3/8" x 1-3/8"
Backing Material:	45 lb. Machine Finish, Unprinted or approved equal

Peel-off/Piggyback Labels	
Backing Sheet Coating:	Coated with a release coating of silicone. Release coating must be of sufficient density or thickness to allow deliberate manual peel-off of the label, and to prevent accidental peel-off or separation of the label from the backing sheet, as the backing sheet with the label is passed over, in either direction, during automated mail processing.
Ink:	Black carbon based ink shall be used for all imaged characters and bar coded data printed on the labels.
Construction:	All labels must be constructed to meet all United States Postal Service (USPS) regulations for postal automation.

2.3.3 In October 2004, the state agency shall produce a magnetic cartridge tape of the labels. Upon production of the magnetic cartridge tape, the state agency shall notify the contractor of the actual quantity of labels required and the contractor shall provide the quantities specified by the state agency. However, the state agency estimates the following quantities of labels shall be required for each tax book listed.

Description	Quantity
B-1040T– 2004 Individual Income Tax Book – Telefile Short Form (MO-1040T)	197,000
B-1040 – 2004 Individual Income Tax Book – Long Form (MO-1040)	260,900
B-1040B – 2004 Individual Income Tax Book – Married Filers with Combined Income Short Form (MO-1040B)	54,700
B-PTC – 2004 Property Tax Credit Claim Book (MO-PTC)	130,475
B-1040C – 2004 Individual Income Tax Book – Residents and Non-Resident with Other States Income and Active Duty Military Short Form (MO-1040C)	38,180
B-1040P- 2004 Property Tax Credit/Pension Exemption/Individual Income Tax Book (MO-1040P)	54,500
B-1040A - 2004 Individual Income Tax Book Short Form (MO-1040A)	98,535

2.3.4 By no later than November 1, 2004, the state agency shall forward test magnetic cartridge tapes to the contractor. By no later than November 12, 2004, the contractor shall provide approximately twenty (20) sheets of test labels for each tax book to the state agency for approval prior to production. The test labels shall be printed on identical paper stock that will be used for the production run.

2.3.5 By no later than December 2, 2004, the state agency shall provide the contractor with live production tapes. The state agency shall provide the contractor with 38,800 BPI magnetic cartridge tapes with compressed or non-compressed data, as specified on Exhibit B, in EBCDIC format and containing variable account data. The account data provided shall include taxpayer(s) tax identification number, taxpayer(s) name, and taxpayer(s) address (city, state, and zip code).

- a. The contractor shall image labels with the account data provided by the state agency and all necessary data to meet USPS bulk rate mail conditions.
- b. The contractor must reproduce labels rejected due to damage and/or containing error(s), not attributable to state agency data processing information, at no cost to the state agency.
- c. For labels rejected for containing errors resulting directly from incorrect state agency data processing information, the contractor shall reprint such rejected labels.

2.3.6 The contractor shall carrier route presort the labels with the appropriate mailing barcode.

- 2.3.7 The contractor shall affix the labels to the front of the tax books in the location designated by the state agency.

2.4 Packaging, Loading, Delivery, and Mailing Requirements:

2.4.1 Packaging Requirements for Unlabeled Tax Books and Flats:

- a. The contractor shall package the unlabeled tax books/flats in 250 lb. test corrugated boxes. Boxes must be no more than 1/4" larger than the size of the tax book/flat. Unless prior written approval is provided by the state agency, the contractor must package the quantity of tax books/flats as specified below:

Description	Quantity Per Box
B-1040T– 2004 Individual Income Tax Book – Telefile Short Form (MO-1040T)	250
B-1040 – 2004 Individual Income Tax Book – Long Form (MO-1040)	250
B-1040B – 2004 Individual Income Tax Book – Married Filers with Combined Income Short Form (MO-1040B)	450
B-PTC – 2004 Property Tax Credit Claim Book (MO-PTC)	450
B-1040C – 2004 Individual Income Tax Book – Residents and Non-Resident with Other States Income and Active Duty Military Short Form (MO-1040C)	250
B-1040P- 2004 Property Tax Credit/Pension Exemption/Individual Income Tax Book (MO-1040P)	250
B-1040A - 2004 Individual Income Tax Book Short Form (MO-1040A)	250
2004 Form MO-1040 Flat Instructions	2,750

- b. The contractor shall label two opposite outside sides or ends of each box with the quantity of tax books/flats per box and the name of the document contained therein. Such labeling must be visible when stacked on the pallets. The boxes shall have no other printed matter on the outside of the box.
- c. The contractor shall load the boxes on four-way pallets. The pallets shall measure forty inches (40") by forty-eight inches (48"). The pallets must be loaded from the front. Boxes must be securely wrapped or bound to the pallet. The height of the pallet and boxes shall be a maximum of fifty-one inches (51"). The pallets shall contain runners that are braced on the bottom and are a minimum of twenty-eight inches (28") apart. The pallets must have a minimum clearance of four inches (4") under the pallet. Pallets must be shipped in single tiers only.

2.4.2 Delivery Requirements for Unlabeled Tax Books and Flats:

- a. By no later than December 20, 2004 or within fifteen (15) working days after receipt of the negatives, electronic files, or magnetic disks, whichever occurs first, but no sooner than December 2, 2004, the contractor shall deliver the following estimated number of tax books/flats to Missouri Department of Revenue, Warehouse, 605 Howard Street, Jefferson City, MO 65109:

Description	Quantity
B-1040T– 2004 Individual Income Tax Book – Telefile Short Form (MO-1040T)	400
B-1040 – 2004 Individual Income Tax Book – Long Form (MO-1040)	20,000
B-1040B – 2004 Individual Income Tax Book – Married Filers with Combined Income Short Form (MO-1040B)	31,400
B-PTC – 2004 Property Tax Credit Claim Book (MO-PTC)	95,500
B-1040C – 2004 Individual Income Tax Book – Residents and Non-Resident with Other States Income and Active Duty Military Short Form (MO-1040C)	25,000
B-1040P- 2004 Property Tax Credit/Pension Exemption/Individual Income Tax Book (MO-	22,300

Description	Quantity
1040P)	
B-1040A - 2004 Individual Income Tax Book Short Form (MO-1040A)	55,000
2004 Form MO-1040 Flat Instructions	220,000

- b. With the prior written approval of the state agency, the delivery date may be revised to eliminate partial deliveries.
- c. The contractor must make all deliveries Monday through Friday between the hours of 7:45 a.m. and 4:30 p.m. Deliveries shall not be accepted on weekends or state holidays.
- d. The contractor must contact the state agency forty-eight (48) hours prior to delivery.

2.4.3 Delivery/Mailing Requirements for Labeled Tax Books:

- a. The contractor must prepare and sort the tax books in accordance with United States Postal Services (USPS) regulations for mail automation in a manner qualifying for the best discounts in accordance with the Coding Accuracy Support Systems (CASS) certified software program. In addition, the contractor shall prepare the tax books in proper mailing condition that conforms with USPS Standard Mail (A) requirements and regulations for mail automation, and for acceptance for delivery to USPS Sectional Center Facilities (SCF) in Missouri. Proper mailing condition includes correct tying and bagging. The state agency processes the addresses with a National Change of Address (NCOA) vendor licensed by the USPS.
 - 1) The contractor must sort the tax books to achieve the automated carrier route postage rate. Tax books that do not qualify for carrier route should be sorted to the five digit postage rate. The contractor must sort the tax books that do not qualify for the carrier route or five digit rate to the three/five digit postage rate. The contractor must sort the tax books that do not qualify for the carrier route, five digit rate, or three/five digit rate to the basic AADC or Mixed AADC rate.
- b. If requested by the state agency, the contractor shall deliver the tax books to a state agency designated postal facility or another delivery point designated by the state agency. Unless prior written approval has been received by the state agency, the contractor shall begin delivery of the tax books to the USPS SCF no sooner than December 20, 2004. The contractor shall conclude delivery of the tax books no later than December 30, 2004.
 - 1) The contractor shall notify the state agency as soon as ready for delivery of the exact quantity and exact type of tax books that shall be delivered. If verbal notification is provided, the contractor must follow up with written notification within twenty-four (24) hours to Department of Revenue, Division of Taxation Printing Section, Post Office Box 629, Jefferson City, Missouri 65105-0629 or via facsimile.
 - 2) The contractor shall obtain PS Form 3602-R, Postage Statement – Standard Mail Letters and Flats Permit Imprint and PS Form(s) 8125, Plant-Verified Drop Shipment (PVDS) Verification and Clearance from the USPS SCF. The state agency shall pay all Standard Mail (A) postage costs directly to the USPS SCF.
- c. If requested by the state agency, the contractor shall deliver the tax books to the state agency. In the event of such, the state agency shall deliver the tax books to the USPS SCF.

2.5 Liquidated Damages: The contractor shall agree and understand that the printing, construction, packaging, delivery, and mailing of the tax books/flats in accordance with the requirements stated herein is considered critical to the efficient operations of the state agency. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to

comply with the printing, construction, packaging, delivery and/or mailing requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

- 2.5.1 In the event the contractor does not package and/or load the boxes and pallets in accordance with the requirements specified herein, the state agency shall have the right to return the entire shipment to the contractor for repackaging and/or reloading. However, if delivery is critical as determined by the state agency and the state agency elects to accept the shipment, the contractor shall pay liquidated damages in the amount of \$1,000.00.
- 2.5.2 In the event the contractor fails to deliver/mail the tax books/flats in accordance with the delivery schedule/date specified herein, the contractor shall pay liquidated damages in the amount of \$200.00 per day for each such delinquent day until the delivery/mailing of the tax books/flats.
- 2.5.3 In the event the printed tax books/flats or the quality of the printing in the tax books/flats or the construction of the tax books/flats either fails to comply with the printing and construction requirements specified herein or is not consistent with the quality of printing in the samples submitted with the contractor's awarded proposal, the state agency shall have the right to reject all or part of the completed printing. If requested by the state agency, the contractor shall re-print the tax books/flats at no additional cost to the state agency. However if delivery of the tax books/flats is critical, as determined by the state agency, and the state agency elects to accept the printed tax books/flats, the contractor shall pay liquidated damages in an amount not to exceed 10% of the total amount invoiced for such tax book/flat. The state agency shall have the final decision concerning (1) the acceptability of the printing and construction, (2) the rejection of the printing and re-printing of the tax books/flats versus the charging of liquidated damages, and (3) the amount of the liquidated damages.
- 2.5.4 In the event any of the production material provided by the state agency to the contractor is damaged while in the contractor's care, the contractor shall be responsible for the value of the damaged material, at a rate not to exceed \$500 per damaged material.
- 2.5.5 The contractor shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to the state agency, at the sole discretion of the state agency.
- 2.5.6 The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- 2.5.7 The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

2.6 Confidentiality Requirements:

- 2.6.1 The contractor shall agree and understand that the magnetic cartridge tapes provided by the state agency and the information contained on those magnetic cartridge tapes shall be strictly confidential and only used for the purposes of fulfilling the requirements of the contract. The contractor(s) shall be bound by the confidentiality provisions for safeguarding tax information as set forth in Section 32.057, RSMo.
 - a. Violation of the provisions of Section 32.057, RSMo, is a Class D Felony.

- b. Other than to produce and affix the labels on the tax books, and deliver the labeled tax books as specified by the state agency in accordance with the provisions stated herein, no use of the labels, magnetic cartridge tapes, or the information on same shall be permitted.
- c. All reports, files, magnetic cartridge tapes, negatives, disks, and materials accessed or acquired by contractor shall remain the property of the state agency. In safeguarding taxpayer information, any materials that must be disposed of by the contractor must be shredded or destroyed in such a manner that taxpayer information is no longer legible.
- d. If any portion of the contract is subcontracted, the contractor must obtain a written agreement by the subcontractor(s) to be strictly bound and to abide by the confidentiality provisions of Section 32.057, RSMo.

2.7 Invoicing and Payment Requirements:

2.7.1 Immediately upon award of the contract, the contractor needs to submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.

- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.state.mo.us/purch/vendorinfo/vendorach.pdf>

- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted.

2.7.2 After delivery/mailing and acceptance of the tax books/flats, the contractor shall submit an invoice to the Department of Revenue, Division of Taxation and Collection, Printing Section Coordinator, Post Office Box 629, 301 West High, Room 218, Jefferson City, Missouri, 65105-0629. At the time the invoice is submitted, the contractor shall also submit the following:

- a. The contractor shall submit the Statement of Mailing with Permit Imprints to the state agency.
- b. The contractor shall return the composite negatives, electronic files, magnetic disks, magnetic cartridge tapes, and all other information and material provided to the contractor by the state agency. The contractor shall return all such material in the same condition as when provided by the state agency.
- c. The contractor shall not receive payment until the state agency is in receipt of all such documents and materials.

2.7.3 The contractor shall be paid for the tax books/flats in accordance with the applicable firm, fixed prices stated on the Pricing Page, subject to the assessment of any liquidated damages.

- a. In the event additional tax books or labels are required and the quantity of the additional tax books or labels is not a multiple of 1,000, the firm, fixed total price per thousand, as stated on the Pricing Page, shall be prorated accordingly. The contractor shall be paid for the additional tax books and labels based on the prorated amount.
- b. In the event the tax book/flat contains more or less than the estimated number of pages specified herein, the firm, fixed total price stated on the Pricing Page shall be adjusted in accordance with the applicable firm, fixed price stated on the Pricing Page for the additional/fewer pages.

- c. For the addition of another ink color, the contractor shall be paid in accordance with the firm, fixed price stated on the Pricing Page for each page of the tax book/flat with an additional color ink color.
 - d. In the event that the contractor utilized QuarkXPress for windows and transferred the electronic files or magnetic disks to composite negatives, the contractor shall be paid in accordance with the firm, fixed total price stated on the Pricing Page.
 - e. For remakes of blue line proofs or laser proofs due to state agency errors or changes/alterations, the contractor shall be paid in accordance with the applicable price stated on the Pricing Page. However, if remakes to the proof are required due to contractor errors, even if the state agency also required changes and/or alterations to the proof, the contractor shall not be entitled to payment for the remake of the proof.
 - f. For delivery of tax books/flats to either the USPS SCF or the state agency, as specified by the state agency, the contractor shall be paid for the actual cost of the delivery or the guaranteed not-to-exceed price stated on the Pricing Page, whichever is less.
 - g. For tax books/flats and labels rejected for containing errors resulting directly from incorrect state agency data processing information, the contractor shall be paid for the rejected and reproduced tax books/flats and/or labels in accordance with the applicable firm, fixed price stated on the Pricing Page.
 - 1) In the event the rejected and reprinted tax books/flats or labels are not a multiple of 1,000, the firm, fixed total price per thousand, as stated on the Pricing Page, shall be prorated accordingly. The contractor shall be paid for the rejected and reprinted tax books/flats or labels based on the prorated amount.
- 2.7.4 The state agency will accept overruns. However the state agency shall only make payment to the contractor for no more than a 0.50% overrun. The firm, fixed total price, as stated on the Pricing Page, shall be prorated to a unit price. The contractor shall be paid for the overruns based on the prorated amount.
- 2.7.5 Other than the payments specified herein, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including payments for travel, etc.

2.8 Other Contractual Requirements:

- 2.8.1 Contract: A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any BAFOs and (3) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such

modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

- 2.8.2 Contract Period: The original contract period shall be as stated in the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.8.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, the prices during renewal periods shall be the same as during the original contract period.
 - b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
 - c. In the event the State of Missouri exercises its option(s) to renew the contract, the printing requirements for future years shall be basically similar. However, specific requirements, including quantity and delivery, shall be indicated at the time of contract renewal.
- 2.8.4 Cost Increase/Decrease: Recognizing that the cost of paper may rise or fall, the state agency may consider a corresponding increase/decrease to the contract prices subject to the following stipulations:
- a. In the event the cost of paper increases and the contractor, as a result of such increase, desires to increase the firm, fixed total prices quoted herein, the contractor must submit written documentation from the paper manufacturer documenting the increase in the cost of paper to the Division of Purchasing and Materials Management. The contractor must also complete and submit the Cost Analysis on the Pricing Page showing the actual net increase.
 - b. If the request for the increase to the firm, fixed total prices is approved by the Division of Purchasing and Materials Management, the contractor shall agree and understand that the price increase shall not be increased in excess of the actual net increase in the cost of the paper from the manufacturer.
 - c. The contractor shall further agree and understand that if the actual net cost of paper decreases, the contractor shall decrease the firm, fixed total prices by the actual net decrease.
 - d. The cost increase/decrease shall apply to the firm, fixed total prices for the tax books/flats.
 - e. The Division of Purchasing and Materials Management shall not approve any requests to increase the firm, fixed total price for the original contract period.
 - f. Any price increase/decrease shall become effective fifteen (15) calendar days following written approval from the Division of Purchasing and Materials Management.

- 2.8.5 Termination: The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.8.6 Contractor Liability: The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- a. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - b. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.8.7 Subcontractors: Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must provide notice and obtain acknowledgement from the State of Missouri prior to changing subcontractors.
- 2.8.8 Insurance: The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.
- 2.8.9 Contractor Status: The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.8.10 Coordination: The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters

covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

2.8.11 **Property of State:** The state agency shall document the condition of all materials before delivery to the contractor. The contractor shall be responsible for all materials until delivered back to the state agency. The materials shall be in equally good condition when returned to the state agency. In the event materials are damaged while in the care of the contractor, including scratches or fingerprints to a transparency, the contractor shall be responsible for the value or replacement of the materials. The state agency shall solely determine the actual value of the material. The value of the damaged material shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to the state agency, at the sole discretion of the state agency.

- a. All reports, documentation, material, negatives, color separations, CDs, art work, and proofs developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

2.8.12 **Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation:**

The contractor must comply with the MBE/WBE participation levels committed to in the contractor's awarded proposal.

The contractor shall prepare and submit to the Division of Purchasing and Materials Management periodic reports detailing all payments to MBE/WBEs participating in the contract. The report must include MBE/WBE payments for the reporting period. The report shall be submitted on a monthly basis unless otherwise determined by the Division of Purchasing and Materials Management.

The Division of Purchasing and Materials Management and the Office of Equal Opportunity will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to participating MBE/WBEs are less than the amount committed to in the contract, the state may cancel the contract, suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the MBE/WBE participation commitment less actual payments made by the contractor to MBE/WBEs. If the Division of Purchasing and Materials Management determines that the contractor is in compliance with the MBE/WBE participation commitment, the state will release the retained funds.

If a participating MBE/WBE fails to retain their certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs to fulfill the MBE/WBE participation requirements committed to in the contractor's awarded proposal. The contractor must provide written notification to the Division of Purchasing and Materials Management for any new MBE/WBE participants. The Division of Purchasing and Materials Management will verify that the proposed MBE/WBE has been certified by the Office of Equal Opportunity and will provide acknowledgement of the new MBE/WBE participant to the contractor.

If the contractor cannot obtain a MBE/WBE replacement, the contractor must submit an Application for Waiver to the Division of Purchasing and Materials Management documenting all efforts made to secure an MBE/WBE replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the participation of MBE/WBEs and whether the contract will be amended to change the MBE/WBE participation commitment.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP.

3.1.2 The offeror's proposal should be printed on recycled paper and double sided. The proposal should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.

a. Imaging Ready – In addition, all proposals are scanned into the Division of Purchasing and Materials Management imaging system after a contract is executed, or all proposals are rejected.

1) The scanned information will be able to be viewed through the Internet from the Public Record Search system. Therefore, the offeror is advised not to include personal identifying information such as social security numbers in the proposal.

2) In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals. Glue bound materials should not be used.

3.1.3 Offeror's Contacts:

a. Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9817. In addition, the offeror may contact the Office of Equal Opportunity regarding MBE/WBE certification or subcontracting related to the MBE/WBE participation requirements at (877) 259-2963 or (573) 751-8130 or by fax at (573) 522-8078.

b. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

c. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be answered.

3.1.4 Miscellaneous Information - The offeror should complete Exhibit B, Miscellaneous Information, to document: (1) if the offeror qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, (2) whether the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official, (3) if the offeror is proposing the use of virgin or recycled paper for the printing, and (4) if the offeror is proposing to broker the services specified herein.

3.2 Competitive Negotiation of Proposals

3.2.1 The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

3.3 Evaluation Process – Proposals will be reviewed to determine if the proposal complies with the mandatory requirements and to determine the lowest responsible and reliable offeror.

3.3.1 Low Bid Determination:

- a. Objective Evaluation of Cost – The objective evaluation of cost shall be conducted using the prices quoted on the Pricing Page and the following, as applicable: (1) the quantities and estimated quantity of tax books/flats and labels specified herein (2) 10,000 additional copies of each tax book/flat, (3) four additional pages of newsprint and four additional pages of white/yellow commodity vellum offset (as applicable) for each tax book/flat, (4) four fewer pages of newsprint and four fewer pages of white/yellow commodity vellum offset (as applicable) for each tax book/flat, (5) the addition of one color on one page, (6) the transfer of electronic files or magnetic disks to a composite negative (as applicable) for each tax book/flat, (7) the remake of one proof for each tax book/flat, (8) the delivery of the tax books to the USPS SCF, and (9) the delivery of the tax books/flats to the state agency.

- 1) Utilizing the total cost determined from above, cost points shall be determined using a scale of 100 possible points and the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 100 = \text{Cost score points}$$

- 2) The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.
- b. Preference for Organizations for the Blind and Sheltered Workshops - A five (5) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for offerors qualifying for the preference.
 - 1) If the offeror is an organization for the blind or sheltered workshop, the offeror should provide evidence of qualifications (i.e., copy of certificate or certificate number).

- 2) If the offeror is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the offeror should submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract, and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.
- 3) The two known organizations for the blind in the State of Missouri are Lighthouse for the Blind and Alpha Pointe. A list of Missouri sheltered workshops can be found at the following Internet address:

<http://www.dese.state.mo.us/divspeced/shelteredworkshops/swindex.html>

3.3.2 Responsible and Reliability Determination - The offeror should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the offeror. Failure of the offeror to submit sufficient information to document that the offeror is responsive and responsible may cause an adverse impact on the evaluation of the proposal.

a. Responsibility and Reliability in Experiences:

- 1) The offeror should provide, on Exhibit A or in any other format, the information listed below related to previous and current services/contracts performed by the offeror's organization and any proposed subcontractors which are similar to the requirements of this document. If the contact person listed on Exhibit A is not available or is otherwise unable to be reached during the evaluation, the listed experience may not be considered.
 - ☐ Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - ☐ Dates of the service/contract; and
 - ☐ A brief, written description of the specific prior services performed and requirements thereof.
- 2) If references for current and/or previous contracts are not identified in the proposal, the Division of Purchasing and Materials Management may request that the offeror identify one or more references. The Division of Purchasing and Materials Management must receive the reference(s) within twenty-four hours of the request. Failure of the offeror to identify one or more references may result in the proposal being rejected.

b. Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but not necessarily be limited to:

- 1) Registration of business name (if applicable)
- 2) Certificate of authority to transact business/certificate of good standing (if applicable)
- 3) Taxes (e.g., city/county/state/federal)
- 4) State and local certifications (e.g., professions/occupations/activities)
- 5) Licenses and permits (e.g., city/county license, sales permits)
- 6) Insurance (e.g., worker's compensation/unemployment compensation)

- c. Samples: The offeror should submit two (2) printed samples, similar to those requirements stated herein, which have been produced within the plant being proposed to print the tax books/flats. In addition, the offeror should submit a sample of all the paper proposed for the tax books/flats. The samples should include the brand name, weight, etc.
 - 1) If samples are not submitted with the proposal, the Division of Purchasing and Materials Management may request the samples. The offeror must send the samples within five working days of the request. Failure to send the samples may result in the proposal being rejected. The offeror shall agree and understand that samples shall be submitted at the offeror's expense.
 - 2) At the request and expense of the offeror, the Division of Purchasing and Materials Management will return samples not destroyed during the evaluation process. Any samples remaining after ten (10) days following award of the contract shall be destroyed. However, the Division of Purchasing and Materials Management reserves the right to retain samples submitted in order to conduct a comparison of the product proposed and the product actually received.
- 3.3.3 Final Determination - Any proposal which does not comply with the mandatory requirements of the RFP will not be considered for an award. In addition, the State of Missouri reserves the right to reject any proposal for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the offeror within the past three (3) years, (2) inability of the offeror to document responsible and reliable past performances similar to the services required, (3) failing to provide a sample, if a sample is deemed necessary by the State of Missouri, or providing an unacceptable sample, and/or (4) failure of the offeror to provide a reference(s).
- 3.4 Contract Award:** The contract will be awarded to the lowest responsive and responsible offeror determined as specified herein.
- 3.5 Offeror Requirements for Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Participation**
- 3.5.1 Mandatory Requirement for Participation - In order for the Division of Purchasing and Materials Management to meet the requirements of Executive Order 98-21, the offeror must secure participation by certified MBEs and WBEs in providing the products/services required in this RFP. The offeror must secure MBE participation of at least 20% and WBE participation of at least 10% of the total dollar value of the contract.
- a. These requirements can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation. In order to be considered as meeting these requirements, the MBE/WBEs must be qualified at the time the proposal is submitted.
 - b. Work performed by MBE/WBEs must provide a commercially useful function related to the delivery of the service/product required herein.
- 3.5.2 Definition - Qualified MBE/WBE:
- a. *MBE or WBE* means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.

- b. *Minority* is defined in RSMo 33.750 as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, or other similar racial groups.
 - c. In order to be considered a *qualified* MBE or WBE for purposes of this RFP, the MBE/WBE *must be certified* by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO).
- 3.5.3 Offerors Qualifying as MBE/WBE - MBE/WBEs submitting proposals can meet the MBE or WBE participation requirements by completing the Documentation of MBE/WBE Participation Exhibit and verifying their certification by the OEO as an MBE or WBE. Note: Portions of the contract that will be performed by businesses which do not qualify as MBEs or WBEs will not be considered as MBE/WBE participation.
- 3.5.4 Potential MBE/WBE Subcontracting and Other Participation Opportunities - This information is intended to suggest potential opportunities for participation of MBEs and WBEs in providing the products and services required in the RFP. The offeror can meet the participation requirements through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for qualified MBE/WBE participation. The following list is not meant to be all inclusive, nor is it intended to limit the offeror to utilize the participation in the manner identified.
- a. Packaging
 - b. Delivery
 - c. Pallets
- 3.5.5 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available by contacting the Supplier Diversity Program as specified below:
- Office of Administration, Supplier Diversity Program
P.O. Box 809, Harry S Truman Bldg., Room 840
Jefferson City, MO 65102
Phone: (877) 259-2963 or (573) 751-8130, Fax: (573) 522-8078
Web Address: http://www.oa.state.mo.us/oao/Supplier_Diversity_Program.html
- 3.5.6 Participation Commitment - To identify each proposed MBE and WBE, the offeror must complete the MBE/WBE Participation Commitment Table, Exhibit C.
- 3.5.7 Documentation of MBE/WBE Participation - The offeror must insure that each MBE and WBE listed in the MBE/WBE Participation Commitment Table, Exhibit C, completes a Documentation of MBE/WBE Form, Exhibit D.
- a. Each completed Documentation of MBE/WBE Participation Form must be submitted by the offeror with the proposal.
 - b. The percentage level of MBE/WBE participation committed to by the offeror in the MBE/WBE Participation Commitment Table and verified in the Documentation of MBE/WBE Participation Form, shall be considered by the Division of Purchasing and Materials Management in determining if the offeror has satisfied the MBE/WBE participation requirements.
 - c. Note - The offeror should submit documentation of any MBE/WBE participation they are able to obtain. If the percentage is less than the required 20% MBE or 10% WBE, the offeror must also submit the Application for Waiver, Exhibit E.

- 3.5.8 Application for Waiver - If the committed percentage of participation is less than 20% for MBE and/or less than 10% for WBE, the offeror must complete the Application for Waiver, Exhibit E, documenting efforts made to meet the MBE/WBE participation requirements.
- 3.5.9 Rejection of Proposal - Failure of the offeror to obtain 20% MBE participation and 10% WBE participation shall result in rejection of the proposal unless the Application for Waiver exhibit is submitted with the proposal by the offeror and approved by the Division of Purchasing and Materials Management.
- a. The Division of Purchasing and Materials Management will review the Application for Waiver and any other applicable information contained in the proposal to determine if the MBE/WBE participation requirements will be waived.
 - b. The ability of other offerors to obtain MBE/WBE participation will be considered by the Division of Purchasing and Materials Management in determining whether to grant a waiver for any offeror not obtaining the required MBE/WBE participation.
 - c. The Division of Purchasing and Materials Management reserves the right to request additional information from the offeror to determine compliance with the MBE/WBE participation requirements.
- 3.6 **American Made:** In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the offeror is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
- a. The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.
 - b. If the offeror claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.
 - c. In accordance with the Buy American Act, the offeror must provide proof of compliance with RSMo 34.353. Therefore the offeror should complete and return Exhibit F, certification regarding proof of compliance, with the proposal. This document must be satisfactorily completed prior to an award of a contract.

4. PRICING PAGE

4.1 Printing: Tax Books and Flats - The offeror shall provide firm, fixed prices in the table below for the original contract period and maximum prices for each potential renewal period for providing the services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services shall be included in the stated prices.

Item No.	Description (C/S Code: 96695 or 96698)	Original Contract Period Firm, Fixed Price	1 st Renewal Period Maximum Price	2 nd Renewal Period Maximum Price
B-1040T – 2004 Individual Income Tax Book – Telefile Short Form (MO-1040T)				
001	B-1040T – 2004 Individual Income Tax Book – Telefile (MO-1040T) The firm, fixed price shall not include delivery.	\$ _____ Total Price Per 197,400 Copies	\$ _____ Total Price Per 1,000 Copies	\$ _____ Total Price Per 1,000 Copies
002	Printing Additional Copies of the Tax Book at the Same Time as Initial Production	\$ _____ Per 1000 Additional Copies	\$ _____ Per 1000 Additional Copies	\$ _____ Per 1000 Additional Copies
003	Providing, Printing, and Affixing Labels	\$ _____ Per 1000 Labels	\$ _____ Per 1000 Labels	\$ _____ Per 1000 Labels
004	Four (4) Additional Pages of Newsprint Over the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies
005	Four (4) Additional Pages of White Commodity Vellum Offset Over the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies
006	Credit for Four (4) Fewer Pages of Newsprint than the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies
007	Credit for Four (4) Fewer Pages of White Commodity Vellum Offset than the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies
008	Addition of an Ink Color, Other Than Specified Herein	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page
009	If Utilizing QuarkXPress for Windows, Transfer of Electronic Files or Magnetic Disks to Composite Negative <i>(If not applicable, indicate N/A)</i>	\$ _____ Total	\$ _____ Total	\$ _____ Total
010	Remake of Proof Due to State Agency Errors or Changes/Alterations	\$ _____ Per Proof	\$ _____ Per Proof	\$ _____ Per Proof
011	Delivery of the Tax Books to the USPS SCF (Including the cost of such in another price is not acceptable.)	\$ _____ Guaranteed Not-to-Exceed Total	\$ _____ Guaranteed Not-to-Exceed Total	\$ _____ Guaranteed Not-to-Exceed Total
012	Delivery of the Tax Books to the State Agency (Including the cost of such in another price is not acceptable.)	\$ _____ Guaranteed Not-to-Exceed Total	\$ _____ Guaranteed Not-to-Exceed Total	\$ _____ Guaranteed Not-to-Exceed Total

PRICING PAGE, CONTINUED

B-1040-2004 Individual Income Tax Book – Long Form (MO-1040)				
013	B-1040-2004 Individual Income Tax Book – Long Form (MO-1040) The firm, fixed price shall not include delivery.	\$ _____ Total Price Per 280,900 Copies	\$ _____ Total Price Per 1,000 Copies	\$ _____ Total Price Per 1,000 Copies
014	Printing Additional Copies of the Tax Book at the Same Time as Initial Production	\$ _____ Per 1000 Additional Copies	\$ _____ Per 1000 Additional Copies	\$ _____ Per 1000 Additional Copies
015	Providing, Printing, and Affixing Labels	\$ _____ Per 1000 Labels	\$ _____ Per 1000 Labels	\$ _____ Per 1000 Labels
016	Four (4) Additional Pages of Newsprint Over the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies
017	Four (4) Additional Pages of White Commodity Vellum Offset Over the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies
018	Credit for Four (4) Fewer Pages of Newsprint than the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies
019	Credit for Four (4) Fewer Pages of White Commodity Vellum Offset than the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies
020	Addition of an Ink Color, Other Than Specified Herein	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page
021	If Utilizing QuarkXPress for Windows, Transfer of Electronic Files or Magnetic Disks to Composite Negative (If not applicable, indicate N/A)	\$ _____ Total	\$ _____ Total	\$ _____ Total
022	Remake of Proof Due to State Agency Errors or Changes/Alterations	\$ _____ Per Proof	\$ _____ Per Proof	\$ _____ Per Proof
023	Delivery of the Tax Books to the USPS SCF (Including the cost of such in another price is not acceptable.)	\$ _____ Guaranteed Not-to- Exceed Total	\$ _____ Guaranteed Not-to- Exceed Total	\$ _____ Guaranteed Not-to- Exceed Total
024	Delivery of the Tax Books to the State Agency (Including the cost of such in another price is not acceptable.)	\$ _____ Guaranteed Not-to- Exceed Total	\$ _____ Guaranteed Not-to- Exceed Total	\$ _____ Guaranteed Not-to- Exceed Total

B-1040B – 2004 Individual Income Tax Book – Married Filers with Combined Income Short Form (MO-1040B)				
025	B-1040B – 2004 Individual Income Tax Book – Married Filers with Combined Income Short Form (MO-1040B) The firm, fixed price shall not include delivery.	\$ _____ Total Price Per 86,100 Copies	\$ _____ Total Price Per 1,000 Copies	\$ _____ Total Price Per 1,000 Copies
026	Printing Additional Copies of the Tax Book at the Same Time as Initial Production	\$ _____ Per 1000 Additional Copies	\$ _____ Per 1000 Additional Copies	\$ _____ Per 1000 Additional Copies

B-1040B – 2004 Individual Income Tax Book – Married Filers with Combined Income Short Form (MO-1040B)				
027	Providing, Printing, and Affixing Labels	\$ _____ Per 1000 Labels	\$ _____ Per 1000 Labels	\$ _____ Per 1000 Labels
028	Four (4) Additional Pages of Newsprint Over the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies
029	Four (4) Additional Pages of White Commodity Vellum Offset Over the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies
030	Credit for Four (4) Fewer Pages of Newsprint than the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies
031	Credit for Four (4) Fewer Pages of White Commodity Vellum Offset than the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies
032	Addition of an Ink Color, Other Than Specified Herein	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page
033	If Utilizing QuarkXPress for Windows, Transfer of Electronic Files or Magnetic Disks to Composite Negative (If not applicable, indicate N/A)	\$ _____ Total	\$ _____ Total	\$ _____ Total
034	Remake of Proof Due to State Agency Errors or Changes/Alterations	\$ _____ Per Proof	\$ _____ Per Proof	\$ _____ Per Proof
035	Delivery of the Tax Books to the USPS SCF (Including the cost of such in another price is not acceptable.)	\$ _____ Guaranteed Not-to-Exceed Total	\$ _____ Guaranteed Not-to-Exceed Total	\$ _____ Guaranteed Not-to-Exceed Total
036	Delivery of the Tax Books to the State Agency (Including the cost of such in another price is not acceptable.)	\$ _____ Guaranteed Not-to-Exceed Total	\$ _____ Guaranteed Not-to-Exceed Total	\$ _____ Guaranteed Not-to-Exceed Total

B-PTC – 2004 Property Tax Credit Claim Book (MO-PTC)				
037	B-PTC – 2004 Property Tax Credit Claim Book (MO-PTC) The firm, fixed price shall not include delivery.	\$ _____ Total Price Per 225,975 Copies	\$ _____ Total Price Per 1,000 Copies	\$ _____ Total Price Per 1,000 Copies
038	Printing Additional Copies of the Tax Book at the Same Time as Initial Production	\$ _____ Per 1000 Additional Copies	\$ _____ Per 1000 Additional Copies	\$ _____ Per 1000 Additional Copies
039	Providing, Printing, and Affixing Labels	\$ _____ Per 1000 Labels	\$ _____ Per 1000 Labels	\$ _____ Per 1000 Labels
040	Four (4) Additional Pages of Yellow Commodity Vellum Offset Over the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies
041	Credit for Four (4) Fewer Pages of Yellow Commodity Vellum Offset than the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies
042	Addition of an Ink Color, Other Than Specified Herein	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page

B-PTC – 2004 Property Tax Credit Claim Book (MO-PTC)				
043	If Utilizing QuarkXPress for Windows, Transfer of Electronic Files or Magnetic Disks to Composite Negative (If not applicable, indicate N/A)	\$ _____ Total	\$ _____ Total	\$ _____ Total
044	Remake of Proof Due to State Agency Errors or Changes/Alterations	\$ _____ Per Proof	\$ _____ Per Proof	\$ _____ Per Proof
045	Delivery of the Tax Books to the USPS SCF (Including the cost of such in another price is not acceptable.)	\$ _____ Guaranteed Not-to-Exceed Total	\$ _____ Guaranteed Not-to-Exceed Total	\$ _____ Guaranteed Not-to-Exceed Total
046	Delivery of the Tax Books to the State Agency (Including the cost of such in another price is not acceptable.)	\$ _____ Guaranteed Not-to-Exceed Total	\$ _____ Guaranteed Not-to-Exceed Total	\$ _____ Guaranteed Not-to-Exceed Total

B-1040C– 2004 Individual Income Tax Book – Residents and Nonresident with Other States Income and Active Duty Military Short Form (MO-1040C)				
047	B-1040C– 2004 Individual Income Tax Book – Residents and Nonresident with Other States Income and Active Duty Military Short Form (MO-1040C) The firm, fixed price shall not include delivery.	\$ _____ Total Price Per 63,180 Copies	\$ _____ Total Price Per 1,000 Copies	\$ _____ Total Price Per 1,000 Copies
048	Printing Additional Copies of the Tax Book at the Same Time as Initial Production	\$ _____ Per 1000 Additional Copies	\$ _____ Per 1000 Additional Copies	\$ _____ Per 1000 Additional Copies
049	Providing, Printing, and Affixing Labels	\$ _____ Per 1000 Labels	\$ _____ Per 1000 Labels	\$ _____ Per 1000 Labels
050	Four (4) Additional Pages of Newsprint Over the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies
051	Four (4) Additional Pages of White Commodity Vellum Offset Over the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies
052	Credit for Four (4) Fewer Pages of Newsprint than the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies
053	Credit for Four (4) Fewer Pages of White Commodity Vellum Offset than the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies
054	Addition of an Ink Color, Other Than Specified Herein	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page
055	If Utilizing QuarkXPress for Windows, Transfer of Electronic Files or Magnetic Disks to Composite Negative (If not applicable, indicate N/A)	\$ _____ Total	\$ _____ Total	\$ _____ Total
056	Remake of Proof Due to State Agency Errors or Changes/Alterations	\$ _____ Per Proof	\$ _____ Per Proof	\$ _____ Per Proof

B-1040C– 2004 Individual Income Tax Book – Residents and Nonresident with Other States Income and Active Duty Military Short Form (MO-1040C)				
057	Delivery of the Tax Books to the USPS SCF (Including the cost of such in another price is not acceptable.)	\$ _____ Guaranteed Not-to-Exceed Total	\$ _____ Guaranteed Not-to-Exceed Total	\$ _____ Guaranteed Not-to-Exceed Total
058	Delivery of the Tax Books to the State Agency (Including the cost of such in another price is not acceptable.)	\$ _____ Guaranteed Not-to-Exceed Total	\$ _____ Guaranteed Not-to-Exceed Total	\$ _____ Guaranteed Not-to-Exceed Total

B-1040P -2004 Property Tax Credit/Pension Exemption/Individual Income Tax Book (MO-1040P)				
059	B-1040P -2004 Property Tax Credit/Pension Exemption/Individual Income Tax Book (MO-1040P) The firm, fixed price shall not include delivery.	\$ _____ Total Price Per 76,800 Copies	\$ _____ Total Price Per 1,000 Copies	\$ _____ Total Price Per 1,000 Copies
060	Printing Additional Copies of the Tax Book at the Same Time as Initial Production	\$ _____ Per 1000 Additional Copies	\$ _____ Per 1000 Additional Copies	\$ _____ Per 1000 Additional Copies
061	Providing, Printing, and Affixing Labels	\$ _____ Per 1000 Labels	\$ _____ Per 1000 Labels	\$ _____ Per 1000 Labels
062	Four (4) Additional Pages of Newsprint Over the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies
063	Four (4) Additional Pages of White Commodity Vellum Offset Over the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies
064	Credit for Four (4) Fewer Pages of Newsprint than the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies
065	Credit for Four (4) Fewer Pages of White Commodity Vellum Offset than the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies
066	Addition of an Ink Color, Other Than Specified Herein	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page
067	If Utilizing QuarkXPress for Windows, Transfer of Electronic Files or Magnetic Disks to Composite Negative (If not applicable, indicate N/A)	\$ _____ Total	\$ _____ Total	\$ _____ Total
068	Remake of Proof Due to State Agency Errors or Changes/Alterations	\$ _____ Per Proof	\$ _____ Per Proof	\$ _____ Per Proof
069	Delivery of the Tax Books to the USPS SCF (Including the cost of such in another price is not acceptable.)	\$ _____ Guaranteed Not-to-Exceed Total	\$ _____ Guaranteed Not-to-Exceed Total	\$ _____ Guaranteed Not-to-Exceed Total
070	Delivery of the Tax Books to the State Agency (Including the cost of such in another price is not acceptable.)	\$ _____ Guaranteed Not-to-Exceed Total	\$ _____ Guaranteed Not-to-Exceed Total	\$ _____ Guaranteed Not-to-Exceed Total

B-1040A -2004 Individual Income Short Form Tax Book (MO-1040A)				
071	B-1040A -2004 Individual Income Short Form Tax Book (MO-1040A) The firm, fixed price shall not include delivery.	\$ _____ Total Price Per 153,535 Copies	\$ _____ Total Price Per 1,000 Copies	\$ _____ Total Price Per 1,000 Copies
072	Printing Additional Copies of the Tax Book at the Same Time as Initial Production	\$ _____ Per 1000 Additional Copies	\$ _____ Per 1000 Additional Copies	\$ _____ Per 1000 Additional Copies
073	Providing, Printing, and Affixing Labels	\$ _____ Per 1000 Labels	\$ _____ Per 1000 Labels	\$ _____ Per 1000 Labels
074	Four (4) Additional Pages of Newsprint Over the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies
075	Four (4) Additional Pages of White Commodity Vellum Offset Over the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies
076	Credit for Four (4) Fewer Pages of Newsprint than the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies
077	Credit for Four (4) Fewer Pages of White Commodity Vellum Offset than the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies
078	Addition of an Ink Color, Other Than Specified Herein	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page
079	If Utilizing QuarkXPress for Windows, Transfer of Electronic Files or Magnetic Disks to Composite Negative (If not applicable, indicate N/A)	\$ _____ Total	\$ _____ Total	\$ _____ Total
080	Remake of Proof Due to State Agency Errors or Changes/Alterations	\$ _____ Per Proof	\$ _____ Per Proof	\$ _____ Per Proof
081	Delivery of the Tax Books to the USPS SCF (Including the cost of such in another price is not acceptable.)	\$ _____ Guaranteed Not-to- Exceed Total	\$ _____ Guaranteed Not-to- Exceed Total	\$ _____ Guaranteed Not-to- Exceed Total
082	Delivery of the Tax Books to the State Agency (Including the cost of such in another price is not acceptable.)	\$ _____ Guaranteed Not-to- Exceed Total	\$ _____ Guaranteed Not-to- Exceed Total	\$ _____ Guaranteed Not-to- Exceed Total

2004 Form MO-1040 Flat Instructions				
083	2004 Form MO-1040 Flat Instructions The firm, fixed price shall not include delivery.	\$ _____ Total Price Per 220,000 Copies	\$ _____ Total Price Per 1,000 Copies	\$ _____ Total Price Per 1,000 Copies
084	Printing Additional Copies of the Flat Instructions at the Same Time as Initial Production	\$ _____ Per 1000 Additional Copies	\$ _____ Per 1000 Additional Copies	\$ _____ Per 1000 Additional Copies
085	Four (4) Additional Pages of Newsprint Over the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies

2004 Form MO-1040 Flat Instructions				
086	Credit for Four (4) Fewer Pages of Newsprint than the Number of Pages Specified Herein	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies	\$ _____ Per 1000 Copies
087	Addition of an Ink Color, Other Than Specified Herein	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page
088	If Utilizing QuarkXPress for Windows, Transfer of Electronic Files or Magnetic Disks to Composite Negative (If not applicable, indicate N/A)	\$ _____ Total	\$ _____ Total	\$ _____ Total
089	Remake of Proof Due to State Agency Errors or Changes/Alterations	\$ _____ Per Proof	\$ _____ Per Proof	\$ _____ Per Proof
090	Delivery of the Flats to the State Agency (Including the cost of such in another price is not acceptable.)	\$ _____ Guaranteed Not-to-Exceed Total	\$ _____ Guaranteed Not-to-Exceed Total	\$ _____ Guaranteed Not-to-Exceed Total

4.2 Cost Analysis - The offeror should complete the cost analysis table below for firm, fixed price for the original contract period. In the event of a discrepancy between the Total Price Per 1000 on the following cost analysis and the Total Price Per 1000 from the above Pricing Table, the Pricing Table shall govern.

Description	Quantity	Paper Price Per CWT	Pounds Paper Required	Total Paper Cost	Other Costs	Firm, Fixed Price
B-1040T – 2004 Individual Income Tax Book – Telefile (MO-1040T)	1000	\$ _____ x	_____ Lbs. =	\$ _____	+ \$ _____ =	\$ _____
B-1040-2004 Individual Income Tax Book – Long Form (MO-1040)	1000	\$ _____ x	_____ Lbs. =	\$ _____	+ \$ _____ =	\$ _____
B-1040B – 2004 Individual Income Tax Book – Married Filers with Combined Income Short Form (MO-1040B)	1000	\$ _____ x	_____ Lbs. =	\$ _____	+ \$ _____ =	\$ _____
B-PTC – 2004 Property Tax Credit Claim Book (MO-PTC)	1000	\$ _____ x	_____ Lbs. =	\$ _____	+ \$ _____ =	\$ _____
B-1040C – 2004 Individual Income Tax Book – Residents and Nonresident with Other States Income and Active Duty Military Short Form (MO-1040C)	1000	\$ _____ x	_____ Lbs. =	\$ _____	+ \$ _____ =	\$ _____
B-1040P -2004 Property Tax Credit/Pension Exemption/Individual Income Tax Book (MO-1040P)	1000	\$ _____ x	_____ Lbs. =	\$ _____	+ \$ _____ =	\$ _____
B-1040A -2004 Individual Income Short Form Tax Book (MO-1040A)	1000	\$ _____ x	_____ Lbs. =	\$ _____	+ \$ _____ =	\$ _____
2004 Form MO-1040 Flat Instructions	1000	\$ _____ x	_____ Lbs. =	\$ _____	+ \$ _____ =	\$ _____

5. EXHIBITS**EXHIBIT A****PRIOR EXPERIENCE OF OFFEROR**

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror/Subcontractor Name:	
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

Signature of Reference Contact Person

Date of Signature

EXHIBIT B
MISCELLANEOUS INFORMATION

Organizations for the Blind or Sheltered Workshop

If the offeror qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, the offeror should identify the name of the organization in the space below and should attach all supporting documentation, as referenced elsewhere herein.

Name & Address of Organization for Blind/Sheltered Workshop:	
--	--

Employee Bidding/Conflict of Interest

Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

	Name of State Employee, General Assembly Member, or Statewide Elected Official:	
	In what office/agency are they employed?	
	Employment Title:	
	Percentage of ownership interest in offeror's organization:	_____ %

Paper - The offeror should indicate below if the prices for the tax books/flats are for virgin or recycled paper. In order for paper to be considered recycled, the proposed stock must meet Environmental Protection Agency (EPA) recycled product definitions and contain a minimum of 30% post consumer materials for the paper stock pursuant to the Environmentally Preferable Products (EPP) Guide. The EPP Recycled guide may be found at <http://www.oa.state.mo.us/purch/recypro.html>. If recycled paper is proposed, complete the blank with the guaranteed post consumer content percentage.

Type of Paper Proposed		C/S Code	Stock Post Consumer Content	
_____	Virgin Paper	96695		
_____	Recycled Paper	96698	Paper Stock	_____ %

Web Press - The offeror should indicate below the method being proposed to print the tax books/flats:

_____ Heat set web press _____ Cool set web press

Ink Color - The offeror should indicate below which type of ink color shall be used:

_____ Pantone _____ Process

EXHIBIT B**MISCELLANEOUS INFORMATION, continued**

Trim Size - The offeror should indicate below the proposed trim size:

8-1/2" x 11" _____

8-1/2" x 10-7/8" _____

Binding - The offeror should indicate below the method of binding for the following:

Description	Saddle Stitch	Glue Binding
2004 Form MO-1040 Flat Instructions		

QuarkXPress - The offeror should indicate if the offeror is proposing to utilize QuarkXPress for Windows:

_____ Yes _____ No

Cartridge Tapes - The offeror should indicate below if compressed or non-compressed 38,800 BPI cartridge tapes are required:

_____ Compressed _____ Non-Compressed

Broker Services

The offeror should indicate below if proposing to broker the services specified herein:

Yes _____ No _____

If yes, indicate below the name and address for the proposed printer, and references (each references name, address, telephone number, and contact person) for the printing company being proposed to provide services:

Name of proposed printer:

References for the proposed printer:

1) _____

2) _____

EXHIBIT C**MBE/WBE PARTICIPATION COMMITMENT TABLE**

The offeror must indicate below the percentage of **qualified** MBE and WBE participation committed to in relation to the total dollar value of the contract. (Note: Products/Services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

If the offeror is a qualified MBE and/or WBE, the offeror must indicate the percentage of the contract value that the offeror will provide themselves.

Note: In order to be a **qualified** MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO).

Name of MBE	Percentage of Total Contract Value	Name of WBE	Percentage of Total Contract Value
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	
Total MBE: (must be at least 20%)		Total WBE: (must be at least 10%):	

Authorized Signature of Offeror

Date of Signature

EXHIBIT D**DOCUMENTATION OF MBE/WBE PARTICIPATION**

The offeror must provide a copy of this Exhibit to each MBE/WBE. Each MBE/WBE included in the offeror's proposal must complete a copy of this exhibit separately. If the offeror qualifies as a MBE and/or WBE, the offeror must also complete this Exhibit. Each completed exhibit must be submitted with the offeror's proposal.

Indicate appropriate business classification(s):

_____ *MBE* _____ *WBE*

Name of MBE/WBE firm: _____

Address: _____ Phone #: _____

City/State/Zip: _____ Fax #: _____

Email Address: _____

Describe the products/services you *(as the MBE/WBE company participating in the contract)* will be providing. (Note: Products/services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

Provide the percentage of MBE/WBE participation committed to in relation to the total dollar value of the contract for the products/services you are providing.

_____ %

Provide or attach an explanation of the assumptions used in the development of the above percentage.

Each MBE/WBE must provide their State of Missouri, Office of Equal Opportunity certification number below.

By signing below, the undersigned hereby affirms that the company listed above meets the definition of a MBE or WBE as defined in RSMo 37.020 and has obtained certification from the State of Missouri, Office of Administration, Office of Equal Opportunity.

Name of MBE/WBE Owner: _____ Date: _____

MBE/WBE Certification Number: _____ FEIN/SSN: _____

Authorized Signatures:

MBE/WBE Owner Authorized Signature

Date

Offeror Authorized Signature

Date

EXHIBIT E**APPLICATION FOR WAIVER**

If less than 20% of the total dollar value of the contract will be performed by qualified MBEs and/or less than 10% of the total dollar value of the contract will be performed by qualified WBEs, the offeror must apply for a waiver of the MBE/WBE participation requirements by completing this exhibit.

Indicate which participation requirement the offeror is requesting a waiver of: _____ MBE or _____ WBE

(A separate Application for Waiver must be submitted for each.)

Section A - Initial Efforts:

(1) Describe steps taken by your firm to divide the specifications/requirements into areas in which MBE/WBEs would be capable of performing.

(2) Note contacts made to the Office of Equal Opportunity to identify potential MBEs/WBEs. Provide date(s) and name of individual(s) contacted.

(3) Note written efforts to contact MBE/WBEs qualified to participate in the contract in sufficient time to allow for their effective participation. *(Provide name, address, and telephone number of MBE/WBE firms contacted and dates and copies of correspondence, etc.)*

Section B - Follow Up Efforts

(1) Describe efforts made by your firm to provide interested MBE/WBEs with sufficiently detailed information about specifications and requirements of the contract. *(Submit copies of information provided to the MBE/WBEs.)*

(2) If MBE/WBEs indicated a desire to participate or submitted proposals, list MBE/WBEs submitting proposals and reasons for rejecting.

Application for Waiver, Continued

Based on the above stated efforts made to obtain qualified MBE/WBE participation, the offeror hereby requests that the applicable participation requirements be waived.

The undersigned hereby certifies that the statements provided in this Application for Waiver are true and correct to the best of his/her knowledge, information, and belief.

Authorized Signature of Offeror:

Name:

Title:

Company:

Date:

Note: Information submitted on this exhibit, supporting documentation, or other sources of information will be used to determine whether the waiver will be granted. Granting of the waiver is solely within the discretion of the Division of Purchasing and Materials Management.

The ability of competing offerors to obtain qualified MBE/WBE participation will be considered by the Division of Purchasing and Materials Management in determining whether to grant a waiver for any offerors not obtaining the required MBE/WBE participation.

Exhibit F**STATE OF MISSOURI -- OFFICE OF ADMINISTRATION
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all proposals with a value of \$25,000 or more, the goods or commodities purchased by any public agency or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the offeror must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

Section A – All Products Are Manufactured or Produced In U.S.

If all products proposed qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.
SIGNATURE (If submitting proposal electronically, typed signature required).
COMPANY NAME

If Section A is completed, do not complete Section B.

Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.
SIGNATURE (If submitting proposal electronically, typed signature required).
COMPANY NAME

Section C – Products May Qualify Because of Qualifying Treaty

If some or all products proposed qualify for domestic status because of a trade treaty, etc., then the offeror must identify each product, country and qualifying treaty, etc. below. The offeror must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

PROPOSAL ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

SECTION C

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting proposal electronically, typed signature required)
COMPANY NAME

NOTE: Any product not listed above in Section C will be considered non-domestic if Section A is not signed. If this form is not completed, signed, and returned, items proposed may not receive the domestic preference.

STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the RFP based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the offeror must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals through the State of Missouri's On-Line Bidding website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening and posted on the state's On-Line Bidding website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Executive Orders 03-27 and 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding website for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an email address with their proposal will be notified of the award results via email.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.

- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.